

10/21/14

AMENDMENT #2 TO SITE LEASE AGREEMENT

THIS AMENDMENT #2 TO SITE LEASE AGREEMENT ("Amendment") is made this 27TH day of OCTOBER, 2014, between the Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board and the City of Sioux City, Iowa ("**Lessors**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Long Lines Wireless LLC (LLW), having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Lessee**").

WHEREAS, Lessor and Lessee (or their respective predecessors-in-interest) entered into a Site Lease Agreement between the parties signed on or about September 5th, 2006 and went into effect on September 29, 2006 when the building permit was issued, as amended by that certain Amendment to Site Lease Agreement dated March 4, 2008 with respect to a cell tower located at 3430 W. 23rd St, Sioux City, Iowa (collectively, the "Lease");

WHEREAS, Long Lines Communications, LLC a Delaware limited liability company, Long Lines Wireless, LLC, a Delaware limited liability company, Long Lines, LLC, a Delaware limited liability company, LL License Holdings, LLC, a Delaware limited liability company, LL License Holdings II, LLC, a Delaware limited liability company, Advanced Network Communications, L.L.C., an Iowa limited liability company (each an "Assignor" and, collectively, the "Assignors"), and LL Acquisition Company, LLC a Delaware limited liability company ("Assignee") entered into an Global Contribution, Bill Of Sale, Assignment, And Assumption Agreement dated December 20, 2013;

WHEREAS, LL Acquisition Company, LLC a Delaware limited liability company merged with and into New Cingular Wireless PCS, LLC a Delaware limited liability company on February 28th, 2014;

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof;

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services;

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Exhibit A.** Exhibit A "Long Lines Wireless LLC Site Plan Sketch" is hereby deleted and replaced with a new LL Acquisition Company, LLC Site Plan, attached as Exhibit A-2. It is understood that as a result of this amendment, the Site Plan indicates the new updated engineering, antennas, mounts shelters and other hardware at this location. Lessor and Lessee agree and acknowledge that as of the date this Amendment is fully executed, Exhibit A-2 shall replace Exhibit A of the Lease in its entirety and shall replace any other description of Lessee equipment in the Lease. Only the antennas and equipment listed in Exhibit A-2 shall be authorized and permitted by Lessor.
2. **Exhibit C.** Exhibit C is omitted as it is covered in Exhibit A-2
3. **Exhibit D.** Exhibit D is omitted as it is covered in Exhibit A-2
4. **Rent.** Rent will commence dated as of the latter of the signature dates below , the Rent shall increase by Nine Hundred and 00/100 Dollars (\$900.00) per month bringing the total monthly Rent to Two Thousand Two Hundred Seventy Five and 00/100 Dollars (\$2,275.00) through the remainder of the first Renewal Term. Each month's Rent payment shall be due to Landlord on or before the first day of each month. In addition Lessee shall be responsible for all utility service payments with the exception of telephone service used exclusively by Lessors. It is understood that as a result of this amendment, indicates the new monthly rental rates for allowing the Lessee to increase their equipment on the tower and the use of the empty Communications shelter.
5. **Notices.** Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

If to Lessee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #:DESMIAU1753
Cell Site Name: WEST_HIGH-LLW-IASC - Sioux City (IA)
FA No: 13169467
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site # DESMIAU1753

Cell Site Name: WEST_HIGH-LLW-IASC - Sioux City (IA)

FA No: 13169467

208 S. Akard Street

Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor: Woodbury County, Iowa
620 Douglas Street, Suite 104
Sioux City, Iowa 51101
C/O Starcomm Public Safety Board
121 Deer Run Trail
Climbing Hill, IA 51015

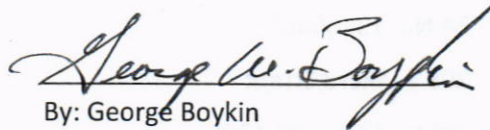
Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

IN WITNESS WHEREOF, this Amendment is effective and entered into as of the date last written below:

LESSOR:

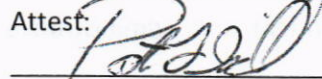
**Woodbury County Board of Supervisors, c/o Starcomm
Public Safety Board**



By: George Boykin

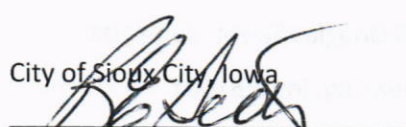
Title: Chairman

Date: 10-21-14

Attest: 

Patrick Gill, County Auditor

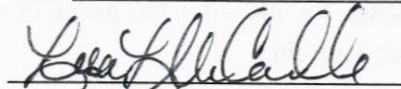
City of Sioux City, Iowa


By: Robert E. Scott

Title: Mayor

Attest:

Date: 10/27/14



Lisa L. McCardle, City Clerk

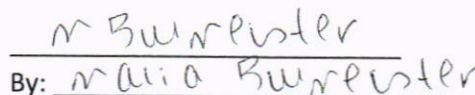
Date: 10/27/14

LESSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager



By: Maria Burrester

Title: Real Estate & Construction Manager

Date: 10/16/14

EXHIBIT A-2
[SITE PLAN]

